

Council Bluffs

Fraternal Order of Police Lodge #1

7/1/2005

6/30/2008

AGREEMENT BETWEEN THE
FRATERNAL ORDER OF POLICE, LODGE #1
AND THE
CITY OF COUNCIL BLUFFS

July 1, 2005 through June 30, 2008

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PREAMBLE

WHEREAS, the City of Council Bluffs, by authorization of the laws of the State of Iowa, is a municipal corporation; and

WHEREAS, the Union and the City ascribe to and recognize that the mission and purpose of the City of Council Bluffs is to provide quality, economical and essential municipal services to the citizens we serve.

THEREFORE

This contract is entered into as of July 1, 2005, between the City of Council Bluffs, hereinafter referred to as the City, and the Fraternal Order of Police, Lodge #1, hereinafter referred to as the Union.

It is the intent and purpose of this contract to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 1

RECOGNITION

The employer recognizes the union, the employee organization certified by the Public Employment Relations Board of the State of Iowa, as the exclusive bargaining representative for the public employees within the following group:

Eligible members of the Police Department, excluding the Chief, Captains, Lieutenants, Sergeants, civilian employees, casual employees, temporary employees, and those other employees defined by Section 4 of the Public Employment Relations Act.

NONDISCRIMINATION

- A. The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership in, or legitimate activity as required in this agreement on behalf of the members of the bargaining unit, nor will the City encourage membership in another union.
- B. The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 3

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this agreement, nothing in this agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Iowa and the City's ordinances. These rights, powers, and authority include, but are not limited to, the following:

- 1. Direct work of its public employees.
- 2. Hire, promote, demote, transfer, assign, and retain public employees within the agency.
- 3. Suspend or discharge public employees for proper cause.
- 4. Maintain the efficiency of governmental operations.
- 5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- 6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
- 7. Take such actions as may be necessary to carry out the mission of the public employer.
- 8. Initiate, prepare, certify, and administer its budget.
- 9. Exercise all powers and duties granted to the public employer by law.

ARTICLE 4

DUES CHECK OFF

The City, where so authorized and directed by an individual employee in writing, upon authorization and direction from, will deduct local union dues from the wages of such employees, subject to the garnishment laws of the State of Iowa, and remit the same monthly to the local union, subject, however, to the following terms and conditions.

- A. Deductions shall be made from only one payment of wages each month, except that if no wages are paid an authorizing employee on the second City payday of a given month, deductions for that month will be made from any wages which may be paid to him/her on the next succeeding final monthly City payday.
- B. The authorization and direction form shall be operative only when permanently filed with the City through its Finance Director on the proper form.
- C. A dues deduction authorization properly filed will be deemed to extend through the life of this agreement, and any extension or renewal of it jointly agreed upon by the City and the union under which the City may agree to honor the authorization.
- D. It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and may be canceled upon thirty (30) days written notice to the City Finance Director.
- E. It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the union of any dues during any time that an employee is not actually working for the City and actually on the payroll of the City. In the event of an error on the check-off list, proper adjustments of the same will be made by the union with the employee.

The City agrees to deduct from the last payday of each month, the union dues in the amount of \$20 to be deposited directly into the financial institution as directed by the union, and the union agrees to hold the City harmless against any and all claims, demands, suits, or other form of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with any of the provisions of the check-off.

The union will be allowed one (1) change in the amount of monthly dues to be collected without loss to the union.

Should this change in the deduction amount or method require a computer programming change, the union shall be liable for the cost of such change or changes. Payment shall be made to the City Treasurer within ten (10) days of receipt of billing.

ARTICLE 5

HOURS

Section 1. Hours of Work

- A. A work week is a regular recurring period of 168 hours in the form of seven consecutive twenty-four (24) hour periods. It may begin on any day of the week and at any hour of the day, and need not be the same for all divisions and all employees. Once established, however, an employee's work week may not be changed unless the change is intended to be permanent.
- B. Hours worked include all time an employee is required to be on duty or on the employer's premises, or at a prescribed work place and all time during which he is required to work.
- C. Eight (8) consecutive hours of work, or ten (10) consecutive hours for those employees under the 4/40 plan, shall constitute a work shift. The regular hours of work shall also include a 15 minute briefing period when required by the City. The Chief may request volunteers to be assigned to the 4/40 plan when so determined. In the event that there is not a sufficient number of volunteers or a special assignment occurs, the Chief may assign employees to the 4/40 plan, however said change in the employees work schedule may not exceed twenty (20) calendar days. Such assignments shall not be made for punitive purposes.
- D. Employees assigned to the Criminal Investigations Division, PAR Unit and Vice/Narcotics Unit will be granted the ability to "flex" their hours of work. These employees may come to work two (2) hours prior to or later than their regularly assigned shift, provided that the employee must notify their supervisor by the end of the prior work day. These employees would still work an eight (8) or ten (10) hour shift, according to their assigned daily schedule. Flex time can be denied by the supervisor if it would interfere with previously established work functions. Any other modifications of the employee's daily hours of work would require the prior approval of both the employee and supervisor.

Section 2. Breaks

- A. Rest Periods: Employees shall be granted a 15 minute rest period during each one-half shift provided, however, that the granting of such rest periods shall be at such times as are feasible, and in no case shall they be compounded.
- B. Meal Periods: All employees shall be granted a 30 minute lunch period the lunch period shall be scheduled at the middle of the shift. The employees shall be granted an additional meal period when he/she is required to (and does) work four (4) hours beyond the regular quitting time. Employees shall be granted additional meal periods every four (4) hours thereafter while he/she continues to work.

3. Uniform Division Schedule

The hours of work for the uniform division shall be a repeating 12 week cycle as shown in Appendix A of this contract.

The normal hours of work for the Uniform Division shall be considered:

A Shift 0645 - 1500

B Shift 1445 - 2300

C Shift 2245 - 0700

However, the Chief of Police maintains the right to establish additional shift hours other than those specified above to meet the needs of the City. In this event, these positions shall be filled first by volunteers according to seniority (excluding probationary employees. If there are no volunteers these positions shall be filled by inverse seniority (excluding probationary employees).

ARTICLE 6

CALL BACK PAY

Section 1.

An employee called back to work after completing his regular work shift shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate for all time actually worked, but shall be guaranteed a minimum of two and one half (2 1/2) hours of overtime pay. The City shall make every attempt in calling an employee back to work outside of his normal working hours, to do so in a manner that is considerate of the employee's work schedule. The employee shall make every attempt possible to complete the necessary work prior to leaving his work shift. Whenever feasible, such business shall be postponed until the employee's next schedule work shift.

Court time (actual time spent in court and/or pre-trial conferences) shall be considered call back time. However, officers required to participate in off duty pre-trial telephonic conferences with the City or County Attorney offices or phone conferences with other government agencies shall be paid a minimum of one hour pay at the overtime rate of pay.

Employees that are required to be on-call (defined as time when an employee is required to be accessible to the department with the likelihood of being called in to work, limiting any off-duty activities of that employee) shall be compensated at the rate of one (1) hour regular pay for every eight (8) hours while off-duty shall be eligible for on-call pay.

CALL BACK PAY, (continued)

The provisions of Section 1. do not apply:

- A. When an employee is on the work premises prior to beginning his regular work shift and is required to begin that shift early. This shall entitle the employee to overtime pay for only the actual time worked prior to his scheduled shift beginning.
- B. When an employee is recalled to complete work which should have been completed before the employee left work, and it is necessary, in the opinion of the supervisor, that the work be completed immediately.
- C. When an employee is called back for final disciplinary action by his/her Captain or the Chief of Police.
- D. When an employee is requested to report for work prior to beginning the employee's regular work shift and such request is made at least 8 hours prior to the start of the employee's next work shift.
- E. When, in the opinion of the Police Chief, an emergency situation exists and an employee is notified to report to work no more than thirty minutes early.

ARTICLE 7

OVERTIME COMPENSATION

Employees shall be compensated by cash payment at the rate of one and one-half (1 1/2) times the regular hourly rate for work performed outside of the employee's scheduled hours. Employees are expected to work a reasonable amount of overtime if conditions necessitate. This provision shall not include the required briefing period of 15 minutes. All approved paid leave time, vacation, holidays, sick leave, and perfect attendance pay, shall be counted as hours worked for the purpose of determining eligibility for contractual overtime. At the discretion of the Police Chief, if requested by the employee, compensatory time at time and one-half (1 1/2) may be given in lieu of cash payment for overtime work.

- A. Employees shall be allowed to accumulate up to 120 hours of compensatory time off. Compensatory time shall be considered equally to other forms of paid leave (vacation, holidays, perfect attendance) when considering leave requests. At no time will an employee's compensatory time balance exceed 120 hours.
- B. Scheduling of compensatory time off must be approved by the Chief.
- C. Whenever conditions necessitate the use of overtime to fill short-term vacancies which may occur, the following procedures shall be followed:

OVERTIME COMPENSATION (continued)

1. Vacancies on each shift shall first be filled by available personnel from the shift on which the vacancies occur, by allowing officers to work at the overtime rate, on the officer's regular day off.
2. Vacancies or assignments which are unable to be filled by available personnel from the shift shall be filled by any officer, regardless of his shift assignment.
3. Supervisors shall attempt at all times to take the necessary precautions to ensure that available overtime is fairly and equitably distributed, except that overtime assignments at Bluffs Run Casino/Dog Track shall be made as set forth in Appendix F.

ARTICLE 8

SENIORITY

- A. The seniority of employees covered by this agreement is as set forth under the provisions of section 400.12 of the Iowa Code.
- B. A list of all employees shall be prepared and posted on/or before July 1, of each year, indicating the standing of each employee as to his seniority.
- C. Assignments to each division shall be made by the Chief of Police by December 15 of each year. All officers covered by this agreement may bid their shift preference or hours of work within their respective division by seniority. These assignments will be made according to seniority on the first shift change in January. Vacancies occurring for permanent assignments after the January 1 shift assignments shall be filled by the Chief. Should an officer's position or assignment be eliminated, other than by his/her request, the officer shall have the right to utilize his/her seniority rights to bid (bump) scheduled hours of work as prescribed by the City. Should an officer voluntarily request reassignment, it shall be made at the discretion of the Chief of Police. There shall be no distinction made between the seniority rights of master officers and patrolmen, as these rights pertain to shift bidding and vacation choice.
- D. Permanent assignments shall be considered 120 days or more.

ARTICLE 9

EDUCATIONAL BENEFIT

Section 1. Benefit

The City will pay forty-six cents (.46) per semester credit hour, per bi-weekly payroll period, for all satisfactorily completed credit grades of "C" and above, and in excess of 12 semester credits, to a maximum of \$50.76 per bi-weekly pay period. The City will pay for courses only within the City approved programs. All individuals having between 13-18 semester credits shall relinquish the educational benefit after two (2) years if they haven't continued satisfactorily in an approved program and completed in excess of 18 semester credits.

Section 2. City Approved Program

The term "City approved program" shall mean hours that an employee takes as part of the course requirements of an associate or bachelor's level degree from an accredited college or university.

Section 3. Payment for Hours Obtained Prior to Employment

An employee who has obtained college credits from an accredited college or university prior to being hired by the City shall be eligible for payment for these hours as provided in this article.

Section 4. Definition of Accredited College

Accredited college shall mean that the college has been accredited by the North Central Association of Schools and Colleges or an equivalent regional accrediting agency.

Section 5. Procedure

It shall be the responsibility of the employee to provide an approved transcript or grade slip to the personnel department. Payment for new hours obtained will be made effective the beginning date of the next FLSA period following receipt of proper documentation.

ARTICLE 10

MEDICAL EXAMINATION

A medical or psychological examination may periodically be required of employees by the department heads, and shall be paid for by the City. The results of such examination shall be used to determine the availability of employees to remain in their respective positions, work place, or City employment.

Nothing shall prohibit an employee from seeking a medical opinion from a doctor of his choice, at his cost, and the City will consider the results of said examination.

Nothing in this article shall be construed to have any effect on the operation and actions of the Police Pension Board.

ARTICLE 11

UNIFORM ALLOWANCE

The City shall allow each eligible police officer to receive a clothing allowance in the amount of \$700 per year. Effective 7-1-05 this amount will be rolled into the base wage of the pay scale as shown in Appendix B. Employees shall receive an allowance for clothing maintenance in the amount of \$100 per year. Should an employee work less than the full year, the amount paid for this allowance shall be prorated based on the number of months the employee is in continuous service with the City. The clothing maintenance allowance shall be paid the last payday in July of each year during the term of this agreement.

ARTICLE 12

INSURANCE

Section 1. Health Insurance

The City shall maintain a group health insurance plan for employees. The employee contribution to coverage shall be calculated as a percentage of the health accrual rate established by the insurance administrator for the prior fiscal year based on the level of coverage for which the employee is enrolled:

<u>For Coverage Beginning</u>	<u>Employee Contribution Rate</u>
7-1-05	4.0% of the applicable accrual rate in effect on 6-30-05
7-1-06	4.5% of the applicable accrual rate in effect on 6-30-06
7-1-07	5.0% of the applicable accrual rate in effect on 6-30-07

INSURANCE (continued)

The employee contribution shall be divided equally among twenty-four (24) pay periods. The remaining cost of the health plan shall be paid by the City. Effective with July 2005 coverage, the City shall allow employee contributions to be made with pre-tax dollars through a Section 125, Premium Only Plan.

Benefits shall be paid in accordance with the Preferred Provider Plan (PPO) as shown in Appendix E of this contract. Effective 7-1-06 health and prescriptions drug benefits shall be modified as follows: (1) the co-payment for a doctor's office visit with a PPO physician shall be \$15.00 and with a non-PPO provider the co-payment shall be \$30.00; (2) a separate Emergency Room Co payment in the amount of \$100.00 shall be applied to each emergency room visit made by the employee and /or covered dependents. Should the emergency room visit result in the employee or covered dependent being admitted to the hospital as an inpatient, the separate \$100 Emergency Room co-payment shall be waived; (3) the co-payment for eligible prescription drugs shall be \$5.00 for a generic drug prescription and \$15.00 for a non-generic drug prescription; and (4) the Caremark J349 drug plan will be implemented as shown in Appendix F.

Before any new group health insurance plan is implemented, proposals based on essentially equivalent specifications are to be secured. Specifications are to be set by the City. The Union may participate with the City in establishing the specifications.

If an employee or his/her dependents do not enroll in the City provided health plan at the time of appointment, or if coverage is terminated by the employee, subsequent enrollment or re-enrollment may be denied by the health insurance carrier or administrator on the basis of underwriting policy. The terms of any contract or policy issued by an insurance carrier or administrator shall be controlling in all matters pertaining to benefits there under.

An employee who is drawing worker's compensation shall be entitled to remain on the City group insurance plan for one (1) year.

Section 2. Life Insurance

All eligible employees shall receive, after thirty (30) days employment, a \$25,000 double indemnity life insurance policy carried by and through the City. The policy shall include a provision to allow employees the option of purchasing supplementary life insurance at their own cost through payroll deduction.

Section 3. Dental Insurance

The City shall maintain a group dental insurance plan and shall pay 100% of the premium cost for both employee and dependent coverage during the term of the contract. Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits there under.

Section 4. Eye Care

Effective 7-1-94 the City shall maintain a group eye care plan and shall pay 100% of the premium cost for employee or family coverage. Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits there under.

ARTICLE 13

HOLIDAYS

Section 1. Compensation

Each full-time employee shall be paid eighty-eight (88) hours of holiday pay at his/her regular rate of pay. Eligibility shall be on a pro-rata basis in the event an employee is, (1) employed less than the full contract year; or (2) on an unpaid leave of absence of 30 calendar days or more.

Section 2. Premium Pay for Work on Designated Days

If an employee is required to and does work on one of the designated days, such employee shall be entitled to pay at a rate which is 50% greater than his/her regular hourly rate. This payment shall be in addition to the holiday compensation provided in Section 1 of this article.

Section 3. Designated Holidays

Designated Days: July 4, Labor Day, Veteran's Day (November 11), Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day (last Monday in May), and Christmas Eve.

Section 4. Eligibility Requirement for Premium Pay

To be eligible for the premium pay under Section 2, an employee must work on a shift in which the majority of hours worked fall during the designated day. Those actually working these shifts will be eligible for the premium pay for all of the hours of such shift.

Section 5. Payment

The holiday pay provided in Section 1 shall be paid the last payday in June.

Section 6. Comp Time in Lieu of Pay

Compensation for the benefits provided under Section 1 or 2 may be taken as compensatory time off at the discretion of the employee's watch commander and the approval of the Chief of Police, based upon available manpower, work schedules, and other working conditions.

HOLIDAYS (continued)

Section 7. Compounding of Overtime Pay Not Allowed

It is agreed that there shall be no pyramiding or compounding of overtime or premium pay of any type, but that in the event more than one rate could be applied that the highest rate shall prevail.

ARTICLE 14

VACATION

Section 1. Eligibility and Allowance

All eligible employees shall accrue an annual paid vacation as specified below, based on the following service requirements:

0 - 6	at the rate of 80 hours per year
6 - 13	at the rate of 120 hours per year
13-19	at the rate of 160 hours per year
Over 19	at the rate of 200 hours per year

Section 2. Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the date the vacation is utilized.

Section 3. Approval

The final decision on the approval or denial of vacation leave shall rest with the Chief or his designee. In considering approval or denial of a vacation request, supervisors shall consider the shift staffing (manpower) and work load as the determining factors for approval or denial. Vacation leave shall not be unreasonably denied. Officers shall be allowed to request vacation leave after arriving at work for that day, should shift supervisors determine that adequate manpower exists to approve the request.

In the absence of extenuating circumstances, an employee's vacation leave will be approved unless the leave would cause manpower staffing levels to fall below what is considered to be "normal" staffing for the unit or division to which he/she is assigned. Vacation time shall be granted in increments of one hour.

In order to allow division commanders the opportunity to plan for vacation absences, the employee's primary vacation periods shall be bid by March 15, of each year. Vacation choices shall be made according to seniority. This process shall not prohibit the employee from taking vacation throughout the year, provided that such leave request is properly submitted and approved.

VACATION (continued)

An employee who leaves the employment of the City shall be compensated for vacation leave earned and accrued to the date of separation. Vacation accumulation shall not exceed twice the annual accrual of any employee. Employees shall not be entitled to accrue vacation during any period of time that the employee is on an unpaid leave of absence, excluding suspensions or unpaid absences relating to union business.

Time off, other than annual vacation, will be granted on a first-come, first-serve basis, regardless of departmental seniority, by the submission of the standard Departmental Leave/Absence Report through the chain-of-command. Requests for time off will not be accepted more than 30 calendar days before the requested day(s) off. In the event that more than one (1) request is submitted on the same day the most senior officer will be granted the time off. It is requested that all officers have a sense of common courtesy, and cooperation when considering these requests.

In the case where an officer is transferred to another assignment or team that creates a situation where two employees have approved vacation pick for the same time period the following will apply:

1. If sufficient manpower exists, both individuals will be allowed the time off.
2. In the case that sufficient manpower does not exist:
 - A. If the change is being made voluntarily, the employee requesting the change shall forfeit the vacation pick.
 - B. If the change is involuntary, and a conflict exists due to prior approved vacation bids, both employees shall be granted the vacation leave.

ARTICLE 15

SPECIAL ASSIGNMENT PAY

Section 1. Motor Cycle Pay

The City agrees to provide motorcycle duty pay in the amount of \$25.00 each bi-weekly payroll period contained in the period of April 1 through October 31 to officers who are assigned and who operate as part of their regular duties a City motorcycle. Payment to officers who are not assigned to motorcycle duty for the entire period where motorcycles are utilized shall be pro-rated.

SPECIAL ASSIGNMENT PAY (continued)

Section 2. Field Training Officer (FTO)

Employees designated by the Police Chief as Field Training Officers shall make a one (1) year commitment to serve as a Field Training Officer. The commitment period shall begin with the first shift change in January of each year. During the commitment period employees shall not be allowed to voluntarily change work hours or divisions if such change would make them unavailable for duties as a Field Training Officer. If, however, the employee seeks an assignment to another division during the one (1) year commitment and the Police Chief approves that reassignment, the employee may resign as a Field Training Officer. Employees serving as a Field Training Officer shall be paid \$65.00 bi-weekly for the entire one year period. Pay for serving as a Field Training Officer shall be pro-rated for any employee, who accepts an assignment which would make them unavailable for duties as a Field Training Officer; or, who terminates employment with the City during the Commitment Period.

Section 3. Hazardous Device Technicians

An employee certified as a Hazardous (Explosive) Device Technician by the F.B.I. or equivalent U. S. Government program will be compensated at the rate of \$20.00 bi-weekly provided that the employee maintains this certification and is serving the department in that capacity.

An employee who does not meet the continuing educational requirements for this certification or is not available to perform these duties shall not be eligible for this special pay.

Section 4. K-9 Officers

The City and Union agree that an employee who is assigned to work as a K-9 Officer shall be allowed 30 minutes of non-shift work time each day to feed and care for the animal assigned. It is further agreed that the total bi-weekly compensation for the care and feeding of the animal shall be seven hours pay at the City's overtime rate (30 minutes per day, seven days per week). Any required training will be done during regular working hours.

ARTICLE 16

LEAVE OF ABSENCE

Section 1. Court Leave

- A. An employee who is required to serve as a witness or juror in Federal, State, County, or City Court or as a litigant in a case resulting directly from the discharge of his duties as an employee shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he is a party, he shall not be granted court leave, but may use vacation leave time, or be granted leave without pay for the length of such service.

LEAVE OF ABSENCE (continued)

- B. Procedure: An employee who is called for witness or jury duty shall present to his/her supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the Clerk of Court, or other evidence showing the actual time in attendance at Court.
- C. Fees: Fees received for jury service in Federal, State, County, or City Court shall be turned over to the City's Finance Director. No employee shall receive witness fees paid from his employer's fund.

Section 2. Union Business

- A. Time off for member of the negotiating team, not to exceed three (3) in number shall not count against perfect attendance. Time off for an employee who files a grievance and is required to attend a grievance or arbitration hearing shall not count against perfect attendance. The President of the F.O.P. shall notify the Chief in writing three (3) working days in advance of the employee(s) who will be required to attend such grievance or arbitration hearing.
- B. Members of the union selected by the union to participate in other union activity may be granted a leave of absence, without pay, at the request of the Union. A leave of absence without pay for such union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon request of the union.
- C. The City shall allow the union a total of 40 hours of paid leave per contract year for the purpose of employees attending union educational or training seminars. To be eligible for such leave the union must submit a leave request to the Police Chief for approval thirty (30) calendar days in advance of the leave date. The thirty day notice may be waived by mutual agreement. It is agreed that no more than one employee in the department will be allowed to take union leave at any one time.

Section 3. Funeral Leave

- A. In the event of a death in the immediate family, an employee shall be granted a paid leave of up to five (5) calendar days for the purpose of arranging for or attending the funeral. The employee shall not be paid for any day which is a scheduled day off and such days off shall be counted as a part of the five days when appropriate.
- B. "Immediate family" shall be defined as the employee's or the employee's spouse's parent, step parent, grandparent, child, step child, grandchild, brother, or sister and the employee's spouse.
- C. In the case of the death of an employee's spouse, parent, or child additional time may be granted at the discretion of the Chief.

ARTICLE 17

SICK LEAVE

Section 1. Definition

Sick leave is paid leave granted for the purpose of providing a recuperative period to employees who are unable to work because of a non-employment related illness or injury; or, because of an illness or injury in the employee's immediate family.

Section 2. Eligibility

Regular full-time employees shall be eligible to use sick leave after completion of two (2) continuous months of employment. No employee shall be entitled to sick leave for injuries or illness connected with city employment, outside employment, or self-employment. Employment shall be defined as working for wage or profit.

Section 3. Utilization

All regular full time employees employed as of June 30, 1999, will be credited with 1040 hours of sick leave effective 7-1-99. Effective 7-1-99, all employees will accrue sick leave at the rate of eight (8) hours of sick leave per month worked. Unused sick leave will be allowed to carry over from one year to the next; however, at no time shall total accumulated sick leave exceed 1,040 hours. Accumulated sick leave acquired since July 1, 1999, will not be paid upon termination of employment for any reason.

Section 4. Family Illness

An employee shall be granted up to 16 hours sick leave per contract year for illness or injury in the immediate family. Leave for family illness may be extended for up to a total of 40 hours per contract year by the Mayor. Immediate family shall mean the employee's spouse, parents, grandparents, children brother or sister, step parents, and step children.

Section 5. Reporting Sick Leave

The employee or a member of the employee's household shall notify the supervisor or the Central Records Section at least one (1) hour prior to the scheduled reporting time. Except in the case of a long term illness where the length of the sick leave is established by a doctor's certificate, such notice shall be provided each day the employee is unable to report to work. No sick leave shall be granted to an employee who fails to meet the reporting requirement. Immediately upon return to work the employee shall submit a leave form to the supervisor.

Section 6. Medical Statement

An employee may be required to furnish a medical statement, at the employee's cost, from the attending physician for any absence chargeable to sick leave:

SICK LEAVE (continued)

- A. For the purpose of verifying illness or injury.
- B. Certifying the employee as able to return to work in the position held prior to the illness or injury.

Section 7. Abuse or Fraud

Abuse of sick leave or fraudulent use of sick leave shall be cause for disciplinary action.

ARTICLE 18

PERFECT ATTENDANCE PAY

For each calendar month in which an employee records perfect attendance, (exclusive of funeral of an immediate family member) after the completion of six (6) months employment, such employee shall be eligible for 2.667 hours pay. Payment shall be made on the last payday in July and shall apply to the previous 12 month period beginning on July 1 and ending on June 30. Upon request of the employee and at the discretion of the Chief, an employee may utilize time off in lieu of pay for perfect attendance. Holidays, vacation and compensatory time off shall not count against perfect attendance. Accrual of perfect attendance leave shall not exceed 32 hours.

An employee shall not be eligible to earn perfect attendance pay/leave while on terminal leave. Terminal leave shall be defined as a leave where an employee has given notice of their intent to terminate employment on a specific date; or, does not return to active employment after a paid or unpaid leave of absence for any reason. Terminal leave status shall begin on the last day of active employment after an employee gives written notice of their intent to terminate employment and does not return to work; or, on the first day of any paid or unpaid leave of absence from which the employee does not return to work.

Absences due to the employee's presence during the birth of child shall not count against the perfect attendance pay provision.

Time off for members of the negotiating team, not to exceed three (3) in number shall not count against perfect attendance.

Time off for an employee who files a grievance and is required to attend a grievance or arbitration hearing shall not count against perfect attendance. The President of the F.O.P. shall notify the Chief three (3) working days in advance of the employee(s) who will be required to attend such grievance or arbitration hearing.

For specific absences relating to union business, refer to Article XVI, Leave of Absence.

ARTICLE 19
OFF DUTY POLICE ACTIONS

Any time spent while off-duty effectuating a felony or misdemeanor arrest (exclusive of traffic related offenses) will be compensable hours of work. Officers working approved secondary employment shall receive compensation from the City at the appropriate rate when required to utilize arrest powers. Such compensation shall only be for the time spent effectuating the arrest. Provisions of Article 6, Call Back, shall not apply. The power of arrest will only be used in accordance with all Police Department policies, procedures and special orders. Any remuneration received by a Police Officer from a secondary employer for time spent on an arrest, will be remitted back to the City.

In the event that an off-duty arrest results in court time related to the criminal prosecution of the individual arrested, such time shall be compensable under Article 6, Call Back.

ARTICLE 20
COMPENSATION FOR PERSONAL LOSS

Each employee shall be eligible to be compensated for the cost of repair or replacement of watches, watchbands, flashlights, eyeglasses, or contact lens which may be damaged or destroyed through the performance of official duty. Compensation to any officer for any and all such losses shall not exceed \$100 in any contract year. In order for a claim to be approved, actual loss must be shown either by producing the damaged article or by proper documentation of the incident by witnesses or other proper evidence, and must not be due to the employee's own negligence. Claims shall be approved at the discretion of the Chief of Police. If compensation is received from any other source then no payment shall be allowed under this article. If compensation is received from another source subsequent to payment under this article, the employee shall be required to remit to the City the amount previously paid by the City.

ARTICLE 21
BULLETIN BOARDS

The City agrees to provide space in the squad room for union bulletin boards which shall be properly maintained by the union and used for the following notice.

- A. Union Business
 - 1. Meetings
 - 2. Elections
 - 3. Reports
 - 4. Any other union business of interest to its members.
- B. Recreational and social affairs of the union or its' members.

The union agrees there shall be no other posting by the union or employees upon City property; provided, the Chief of Police may permit other material, not reflecting upon the City, any of its employees, or any other labor organization of City employees.

ARTICLE 22

SETTLEMENT OF DISPUTES

Section 1. Definition

A grievance shall be defined as a dispute or disagreement raised by an employee involving the interpretation or application of the specific provisions of this agreement. It is specifically understood that any matters governed by the Civil Service Commission rules or Civil Service statutory provisions shall not be subject to the grievance procedure herein. The employee shall have the right to union representation and/or an attorney at all steps of the grievance procedure.

Section 2. Procedure (Reference to working days shall mean Monday-Friday excluding holidays observed by the City.)

The following procedure notwithstanding, an employee may grieve the action of a supervisor beginning at the step above that supervisor. Such grievance shall be in writing and shall be subject to the five (5) working day filing period described in Step 1. Further processing of the grievance shall be in accordance with the procedures outlined below.

Step 1 An employee, with or without a representative of the union, who has a grievance shall present his grievance in writing to his immediate supervisor within five (5) working days of the occurrence or the date on which it first became known to the employee. The supervisor shall respond within five(5) working days in writing.

Step 2 Within five (5) working days after the decision in Step 1 or if no timely decision has been made, the employee shall then present the written grievance to the Watch Commander. The Watch Commander shall respond in writing within five (5) working days.

Step 3 Within five (5) working days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the Division Commander. The Division Commander shall respond in writing within five (5) working days.

Step 4 Within five (5) working days after the decision in Step 3, or if no timely decision has been made, the employee shall then present the written grievance to the Chief of Police. The Chief shall respond in writing within five (5) working days.

SETTLEMENT OF DISPUTES (continued)

Step 5 Within five (5) working days after the decision in Step 4, or if no timely decision has been made, the employee shall then present the written grievance to the Government Head. The Government Head or his designated representative shall respond in writing within five (5) working days.

Step 6 Should the response of the Government Head not be satisfactory, the employee shall, within five (5) working days, present a written request for arbitration to the Government Head. The parties shall promptly meet to attempt to agree on an arbitrator. Should the parties fail to agree they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of seven (7) arbitrators, and by alternately striking names, (a coin toss shall determine who shall strike the first name), an arbitrator will be selected.

Expenses for the arbitrator's services and proceedings, excluding transcript costs, shall be borne equally by the employer and the union and/or employee. Each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a transcript, it shall be at that party's expense.

Failure by an employee and/or union to comply with the time limitation set out in Step 1 of the grievance procedure shall be a bar to the filing of any grievance.

Section 3. Authority of Arbitrator

The arbitrator shall have no power to add to, subtract from, or change the terms of this agreement. The written decision of the arbitrator resulting from any arbitration of grievances hereunder shall be final and binding upon the parties. The arbitrator shall limit his decision strictly to the grievances submitted to him which have been properly processed through the grievance procedure outlined in this article.

All time limits contained in this article may be extended by mutual written agreement.

Section 4. Right of Representation

In the event the union representative requested to be present is on duty, he shall not be docked in pay during the time he is attending the dispute, provided prior permission has been granted by the Supervisor for the representative to be away from his work site. Prior permission may not be denied maliciously.

ARTICLE 23

UNION/MANAGEMENT COMMITTEE

A committee comprised of up to three (3) representatives of the union and up to three (3) representatives of the employer shall meet at mutually agreeable times to discuss procedures for avoiding future grievances, to review policies and work rules affecting bargaining unit employees, and to submit recommendations concerning health, safety practices, and departmental equipment. In addition, the committee may discuss other issues which would improve the relationship between the parties. The names of the union's permanent representative and two (2) alternatives shall be posted, so that matters of concern to both parties may be communicated to the committee for discussion.

ARTICLE 24

PRINTING OF CONTRACTS

The City and Union will sign off on two master copies of the labor agreement. Each party will keep a master contract from which copies can be printed and distributed as each party sees fit. The City shall also provide the union with 200 wallet size calendars and 200 wall sized calendars showing the color-coded work schedule used by the uniform patrol for each fiscal year.

ARTICLE 25

SAVINGS CLAUSE

If any article or section of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this article and addenda shall not be effected thereby and this agreement and addenda shall remain in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such article or section. If parties cannot reach a satisfactory resolution it shall not be subject to arbitration.

ARTICLE 26

WAGES

Effective July 1, 2005, pay for Police Officers and Master Police Officers shall be as shown in Appendix B of this contract. Effective July 1, 2006, pay for Police Officers and Master Police Officers shall be as shown in Appendix C of this contract. Effective July 1, 2007, pay for Police Officers and Master Police Officers shall be as shown in Appendix D of this contract.

ARTICLE 27

LONGEVITY PAY

Longevity pay will be paid according to the following schedule, according to years served.

At five (5) years service	\$9.23 per bi-weekly payroll period
At ten (10) years service	\$18.46 per bi-weekly payroll period
At fourteen (14) years service	\$25.39 per bi-weekly payroll period
At eighteen (18) years service	\$30.00 per bi-weekly payroll period
At twenty-two (22) years service	\$39.24 per bi-weekly payroll period

ARTICLE 28

SHIFT DIFFERENTIAL

Each employee assigned to the afternoon or night shift shall be eligible for an allowance of \$700 per year during which the employee is assigned to such shift. Effective 7-1-06 the allowance for shift differential shall increase to \$750 per year. Payment for assignment to the afternoon or night shift for less than a year shall be pro-rated. To be eligible the employee must be assigned to the applicable shift for at least 50% of the available hours during the month. Payment shall be made on the first payday in December and shall apply to the previous twelve month period beginning December 1 and ending November 30.

ARTICLE 29

EMBODIMENT

This agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

This agreement shall be effective and binding upon the employer and the union and shall remain in full force and effect for the term of this agreement.

This agreement shall contain all of the covenants, stipulations, and provisions agreed upon by the parties. Therefore, for the life of this agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this agreement, or which may have been omitted in bargaining which lead up to the execution of this agreement, except by mutual agreement of the parties.

The parties to this agreement jointly and separately agree that this agreement embodies all applicable provisions relating to employees covered. Only those provisions or procedures relative to wages, hours, or other working conditions which are included as contract items shall be valid and have effect.

ARTICLE 30

AGENCY SECURITY

The union agrees to the essential nature of services provided by its members in protecting public safety. In recognition of this fact and the requirement of Chapter 20 of the Code of Iowa, the union agrees that there shall be no work interruptions, slowdowns, or strikes as defined in Chapter 20 of the Code.

ARTICLE 31

TRADE TIME

Trade time may be granted in accordance with the following provisions:

1. Trade time will be used only when the ordinary ways of obtaining time off are not available.
2. Officers requesting trade time shall submit the request through the chain of command on an inter-office memo, signed by each officer. Trade time is granted only after a request has been approved by each level of command.
3. Officers requesting trade time shall submit such request in such a manner so as to provide reasonable notice to the supervisors involved.
4. Only seven (7) trade time days may be used during each year and may not be accumulated from one year to another.
5. For purposes of accounting, only the officer initiating the trade will be credited with one day's trade time.
6. Only the initial two (2) officers may be involved in the trade.
7. Trade time may not be treated as overtime.
8. Any officer who, without justification, fails to honor his trade time commitment will be docked one (1) day's pay.
9. This article is not applicable to probationary personnel.
10. Trade time will not be used for absence from any scheduled departmental training.

ARTICLE 32

LIGHT DUTY

Employees who by virtue of accident, injury, or sickness, are unable to perform their regular assigned job duties and are on authorized leave or injured status may be required by the Chief of Police or his designated representative to return to work to perform such light duty assignments so designated by the Chief of Police or his designated representative.

ARTICLE 33

OFF-DUTY EMPLOYMENT

Officers shall be permitted to engage in off-duty employment, either in or out of uniform, provided such employment is not a conflict of interest, nor conflicts with the employee's performance of duties with the City of Council Bluffs. Duties with the City of Council Bluffs shall take priority over off-duty employment. Off-duty employment may be either law enforcement or non-law enforcement related. In either case, officers shall make written notification to the Chief of Police of his/her intent to engage in off-duty employment. All officers who are working a secondary job, whether law enforcement related or not, will report the number of hours that he/she works to the Uniform Division Commander, or designee by the last day of the pay period. (The pay period is from 0001 hours the Saturday before pay day to 2359 hours the Friday after pay day; pay days are every other Friday.)

Officers cannot work more than one hundred forty four (144) hours during a pay period, including total working hours for the Police Department. The maximum number of hours worked of any type in a calendar day will be sixteen hours (16). This provision may be waived by the Chief for cause.

LAW ENFORCEMENT RELATED

Law enforcement related off-duty employment shall be defined as employment that requires officers, either in or out of uniform to represent themselves as police officers, maintaining their color of authority (powers of arrest). This is normally in the form of working security for businesses, schools or other public entities.

Officers shall notify the Chief of Police in writing, of all law enforcement related off-duty employment so a determination can be made as to the existence of any potential conflict of interest. Employees shall not wear any City provided clothing or use City equipment during outside employment without the written permission of the Chief of Police who shall not deny permission without presenting a reasonable explanation of a conflict of interest or the appearance of a conflict of interest. Officer shall follow all city and departmental rules and regulations that are required during employment on behalf of the City.

OFF-DUTY EMPLOYMENT (continued)

Non-law enforcement related off-duty employment shall be defined as employment having no relationship to law enforcement, where officers will, in no way, represent themselves as police officers or use any color of authority (power of arrest). No Council Bluffs Police Department or City equipment shall be used for employment. City and departmental rules and regulations shall apply in this type of employment.

Officers shall notify the Chief of Police in writing, using the departmental "Secondary Employment" form, of all non-law enforcement related off-duty employment.

TERMINATION OF OFF-DUTY EMPLOYMENT PERMISSION

Officers shall be allowed to work off-duty employment until such time as this right is terminated by the Chief of Police for: (a) the existence of a conflict of interest or the appearance of a conflict of interest or (b) for disciplinary reasons.

ARTICLE 34

DRUG TESTING

The employer shall have the right to conduct drug testing consistent with state and federal laws.

ARTICLE 35

SAFETY

Each sworn employee will be issued one soft vest and one cover every five years or the manufacturers recommended replacement time, whichever is longer. The employee will be responsible for replacing the cover, if necessary, during this period. The old vest must be presented in order for the City to issue a replacement. The vests remain the property of the City. Vests and/or covers damaged in the line of duty and adequately verified, shall be replaced by the City.

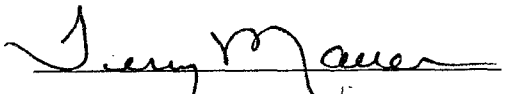
AGREEMENT

This agreement shall begin July 1, 2005 and continue in force to and including June 30, 2008. In witness whereof, the parties have caused this agreement to be signed by their representatives and their signatures placed thereon, all on this 17 day of March 2005, at Council Bluffs, Iowa.

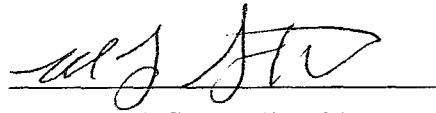
City of Council Bluffs, Iowa

Fraternal Order of Police, Lodge 1

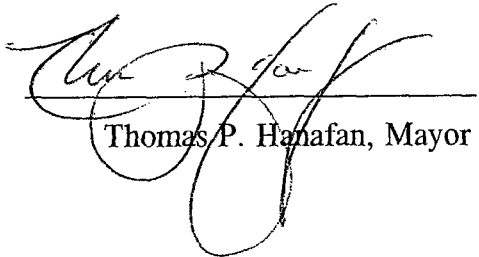
BY:


Terry Mauer, Director of Personnel

BY:


Mark Stuart, President

BY:


Thomas P. Hanafan, Mayor

Appendix A

UNIFORM DIVISION SCHEDULE

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Red	Blue	Blue	Green	Green	Red	Red
Black	Blue	Blue	Green	Green	Red	Red
Black	Blue	Blue	Green	Green	Red	Red
Black	Blue	Blue	Green	Green	Red	Red

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Blue	Green	Green	Red	Red	Blue	Blue
Black	Green	Green	Red	Red	Blue	Blue
Black	Green	Green	Red	Red	Blue	Blue
Black	Green	Green	Red	Red	Blue	Blue

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Green	Red	Red	Blue	Blue	Green	Green
Black	Red	Red	Blue	Blue	Green	Green
Black	Red	Red	Blue	Blue	Green	Green
Black	Red	Red	Blue	Blue	Green	Green

Days marked "Red" are the regular days off for employees assigned to the red team; the blue team and the green team are scheduled to work.

Days marked "Blue" are the regular days off for employees assigned to the blue team; the red team and green team are scheduled to work.

Days marked "Green" are the regular days off for employees assigned to the green team; the red team and the blue team are scheduled to work on days marked "Black", the red, blue, and green teams are scheduled to work.

Police Union Pay Scale

July 1, 2005 through June 30, 2006

<i>Time in Service</i>		Entry	1 year	2 years	4 years	5 years	6 years
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Grade 01	A	35,462.85	36,818.49	38,729.79	42,072.42	45,195.80	51,844.78
	M	2,955.24	3,068.21	3,227.48	3,506.04	3,766.32	4,320.40
	B	1,358.73	1,410.67	1,483.90	1,611.97	1,731.64	1,986.39
	H	17.2911	17.9520	18.8839	20.5137	22.0366	25.2786
	O	25.9367	26.9280	28.3259	30.7706	33.0549	37.9179
Grade 03	A	0.00	0.00	0.00	0.00	0.00	51,844.78
	M	0.00	0.00	0.00	0.00	0.00	4,320.40
	B	0.00	0.00	0.00	0.00	0.00	1,986.39
	H	0.0000	0.0000	0.0000	0.0000	0.0000	25.2786
	O	0.0000	0.0000	0.0000	0.0000	0.0000	37.9179

A = Annual; M = Monthly; B = Biweekly; H = Hourly; O = Overtime

Police Union Pay Scale

July 1, 2006 through June 30, 2007

<i>Time in Service</i>		Entry	1 year	2 years	4 years	5 years	6 years
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Grade 01	A	36,704.17	38,107.04	40,085.16	43,544.98	46,777.46	53,659.51
	M	3,058.68	3,175.59	3,340.43	3,628.75	3,898.12	4,471.63
	B	1,406.29	1,460.04	1,535.83	1,668.39	1,792.24	2,055.92
	H	17.8963	18.5803	19.5448	21.2317	22.8079	26.1634
	O	26.8445	27.8705	29.3172	31.8476	34.2119	39.2451
Grade 03	A	0.00	0.00	0.00	0.00	0.00	53,659.51
	M	0.00	0.00	0.00	0.00	0.00	4,471.63
	B	0.00	0.00	0.00	0.00	0.00	2,055.92
	H	0.0000	0.0000	0.0000	0.0000	0.0000	26.1634
	O	0.0000	0.0000	0.0000	0.0000	0.0000	39.2451

A = Annual; M = Monthly; B = Biweekly; H = Hourly; O = Overtime

Police Union Pay Scale

July 1, 2007 through June 30, 2008

<i>Time in Service</i>		Entry	1 year	2 years	4 years	5 years	6 years
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Grade 01	A	38,172.56	39,631.28	41,688.49	45,286.63	48,648.57	55,805.72
	M	3,181.05	3,302.61	3,474.04	3,773.89	4,054.05	4,650.48
	B	1,462.55	1,518.44	1,597.26	1,735.12	1,863.93	2,138.15
	H	18.6122	19.3235	20.3266	22.0810	23.7202	27.2099
	O	27.9183	28.9853	30.4899	33.1215	35.5803	40.8149
Grade 03	A	0.00	0.00	0.00	0.00	0.00	55,805.72
	M	0.00	0.00	0.00	0.00	0.00	4,650.48
	B	0.00	0.00	0.00	0.00	0.00	2,138.15
	H	0.0000	0.0000	0.0000	0.0000	0.0000	27.2099
	O	0.0000	0.0000	0.0000	0.0000	0.0000	40.8149

A = Annual; M = Monthly; B = Biweekly; H = Hourly; O = Overtime

PRESCRIPTION DRUGS EXPENSE INSURANCE

Purpose

Prescription Drugs Expense Insurance is designed to help your employees pay for drugs that are prescribed for them or their dependents.

Prescription Drugs Expense Insurance may be written in conjunction with a medical program or as a supplement to it. It may also be offered as a stand-alone coverage.

When you add Prescription Drug Expense Insurance to your medical program, covered prescription drugs are no longer paid according to the comprehensive medical provisions. Instead, benefits for prescription drugs and medicines are provided as shown on your Schedule of Benefits.

This Principal provides the prescription drug coverage and works with PCS Health Systems, Inc. of Phoenix, Arizona, to administer the coverage.

Benefits

The member will pay the deductible, as shown in the Schedule of Benefits, for each prescription or refill requested. The remaining covered charges are paid by your Prescription Drugs Expense Insurance.

Covered Charges

The maximum covered charge for the prescription is the amount allowed under the payment schedule we have established with PCS Health Systems, Inc. These charges are based upon the Average Wholesale Price (AWP) of the drug minus 10% plus a dispensing fee of \$3.00. (The discount off the AWP and dispensing fee may vary depending on the network selected.)

The Prescription Drugs Expense Insurance pays for medications if they are:

- Prescription legend drugs, except those listed in the limits section.
- Insulin by prescription
- Compound medications of which at least one ingredient is a covered legend drug
- Legend oral contraceptives, if you elect to have the program cover them. (See Schedule of Benefits to confirm your election of this as a covered charge.)

Each prescription or refill cannot exceed a 34-day supply or a 100-unit dose, whichever is greater.

PRESCRIPTION DRUGS EXPENSE INSURANCE (continued)

Limits

Prescription Drugs Expense Insurance does not include and no benefits are paid for the following:

- Legend contraceptives non-oral dosage forms (see Schedule of Benefits to confirm your election to not cover this charge)
- Contraceptive devices, Levonorgestrel (Norplant)
- Growth hormones
- Minoxidil (Rogaine)
- Infertility medications
- Drugs or medicines that are not for medically necessary care
- Drugs or medicines (except injectable insulin) that can be purchased without a doctor's prescription
- Drugs or medicines dispensed during confinement in a hospital, skilled nursing facility, rest home or other institution
- Drugs or medicines delivered or administered by the prescriber
- Drugs or medicines prescribed or dispensed by any person in an employee's immediate family
- Immunization agents, biological sera, blood, blood plasma or injectables (except insulin) or any prescription directing parenteral administration or use
- Administration of any drug or medicine
- Prescriptions or refills in excess of a physicians order or refills dispensed more than one year after the prescription date
- Drugs or medicines provided at no charge when insurance is absent
- Drugs or medicine paid for by the U.S. Government or one of its agencies (except Medicaid)
- Drugs or medicines needed because of war or act of war
- Drugs or medicines needed because of participation in crime
- Drugs or medicines covered by medical expense insurance issued under Individual Purchase Rights
- Drugs labeled "caution-limited by federal law to investigational use," or experimental drugs, even though a charge is made to the individual
- Therapeutic devices or appliances, including needles syringes, support garments and other non-medicinal substances regardless of intended use

NOTE: some prescription drugs and related items excluded under the Prescription Drug Expense Insurance may still be covered under the general comprehensive medical provisions

MANAGED MAIL ORDER DRUG PROGRAM

Purpose

The Managed Mail Order Drug Program is designed to help your covered employees pay for drugs that are prescribed for them or their eligible dependents and are required to be taken on a regular or long term basis.

The Managed Mail Order Drug Program is a supplement to and may be written in conjunction with a medical program or with a separate prescription drug program. We do not offer it as a stand-alone coverage.

Benefits

The member pays the deductible, as shown in the Schedule of Benefits for each prescription or refill requested. Your Managed Mail Order Program pays the remaining charges.

Covered Charges

The actual cost of a prescription is pre-determined by the amount allowed under the payment schedule we have established with PCS Health Systems, Inc. These charges are based upon the Average Wholesale Price of the drug minus 17% for brand and 45% for generic drugs. The charge will also include a dispensing fee of \$1.50.

Here's how the payment is set up

Brand Name Drugs

Average Wholesale Price
- 17%
+ (dispensing fee) \$1.50

Generic Drugs

Average Wholesale Price
- 45%
+ (dispensing fee) \$1.50

The Managed Mail Order Program will pay for maintenance medications if they are:

- Prescription Legend drugs, except those listed in the limits section
- Insulin
- Compound Medications of which at least one ingredient is a covered legend drug
- Legend oral contraceptives, (see Schedule of Benefits to confirm your election on this charge)

Each prescription or refill cannot exceed a 90-day supply.

The prescription will be filled with the generic equivalent when available and permissible by law unless the employee or doctor requires the use of a brand name drug.

MANAGED MAIL ORDER DRUG PROGRAM (continued)

Limits

The Managed Mail Order Drug Program does not include and no benefits are paid for the following:

- Legend oral contraceptives (see Schedule of Benefits to confirm your election on this charge.
- Contraceptive devices, Levonorgestrel (Norplant)
- Minoxidil (Rogaine)
- Growth hormones
- Infertility medications
- Drugs or medicines that are not for medically necessary care
- Drugs or medicines (except injectable insulin) that can be purchased without a doctor's prescription
- Drugs or medicines dispensed during confinement in a hospital, skilled nursing facility, rest home other institution
- Drugs or medicines delivered or administered by the prescriber
- Drugs or medicines prescribed or dispensed by any person in an employee's immediate family
- Immunization agents, biological sera, blood, blood plasma or injectables (except insulin)
- Administration of any drug or medicine
- Prescriptions or refills in excess of a physician's order or refills dispensed more than one year after the prescription date
- Drugs or medicines provided at no charge when insurance is absent
- Drugs or medicine paid for by the U.S. Government or one of its agencies (except Medicaid)
- Drugs or medicines needed because of war or act of war
- Drugs or medicines needed because of participation in crime
- Drugs or medicines covered by medical expense insurance issued under Individual Purchase Rights
- Therapeutic devices or appliances including hypodermic needles, syringes, support garments and other non-medicinal substances
- Any medicine or drug labeled "Caution – limited by Federal law to investigational use," or any experimental drug

PRESCRIPTION DRUGS EXPENSE INSURANCE

Claims Administration

We have contracted with PCS Health Systems, Inc. to administer the Prescription Drugs Expense Insurance. PCS handles the necessary reimbursements to the PCS member pharmacies (or employees if non-member pharmacy is used) and in turn bills us for these charges in addition to the administrative fees.

Each employee will receive a personalized plastic identification card to use at PCS member pharmacies. In order to obtain benefits when a PCS member pharmacy is used, members or their dependents need to follow these simple steps:

- Present the identification card to the pharmacist. The pharmacist uses the information on the card to access the PCS system to verify eligibility, co-pay and covered charges information
- Sign the pharmacy claim voucher provided by the pharmacy
- Pay the pharmacist the deductible amount and receive the prescription

Your benefit department will be provided with a directory which lists the PCS member pharmacies throughout the country and a supply of PCS claim forms.

If your employees choose not to use a PCS member pharmacy, they will need to:

1. Pay the pharmacist the entire costs of the prescription
2. Get a PCS prescription drug claim form from your benefit department
3. Complete the top half of the claim form, attach the receipt of purchase, ask the pharmacist to complete the other half, and mail the form and receipt to PCS (PCS address on form)

PCS will reimburse your employees directly for the amount in excess of the deductible so long as the charges do not exceed the amount allowed under the established payment schedule.

**CITY OF COUNCIL BLUFFS
SCHEDULE OF HEALTH BENEFITS
PRINCIPAL HEALTH CARE OF NEBRASKA
PREFERRED PROVIDER ORGANIZATION (PPO)**

Schedule of Benefits

The following is a short synopsis of benefits which will be applicable through Principal Health Care of Nebraska, a preferred Provider Organization (PPO). Should a PPO provider not be used, Comprehensive Medical benefits will apply. Note changes effective 7-1-06 on page 10.

Choice of Providers

Employees may use any physician or hospital they choose to receive health care. Benefits are greater for Principal Health Care of Nebraska Providers as shown below.

	<u>Principal Health Care of Nebraska Providers</u>	<u>Comprehensive Medical Benefits (Non-PPO Providers)</u>
<u>Maximums</u>		
<i>Mental, nervous, alcohol, and drug abuse charges:</i>	- Inpatient maximum 30 days/calendar year - Outpatient maximum \$4,000/calendar year - Lifetime maximum \$50,000	- Inpatient maximum 30 days/calendar year - Outpatient maximum \$4,000/calendar year - Lifetime maximum \$50,000
<i>All other charges</i>	- Lifetime maximum unlimited	- Lifetime maximum unlimited
<u>Deductibles</u>		
Individual per calendar year	\$100	\$100
Family per calendar year	\$300	\$300
Physician Consultation* ER (eff 7-1-06)	\$10/15 eff 7-1-06 \$100/visit* waived if admitted	\$20/30 eff 7-1-06 \$100/visit* waived if admitted
<i>* Does not count toward the calendar year deductible.</i>		
<u>Coinsurance</u>		
<i>Physician consultation services</i>	100% in excess of \$10 deductible.	80% in excess of \$20 deductible.
<i>Hospital charges</i>	90% in excess of the calendar year deductible up to the out-of-pocket limit.	80% in excess of the calendar year deductible up to the out-of-pocket limit.
- Inpatient - Outpatient - Emergency - Physician's Fees - In-Hospital - Surgery, Anesthesia - Maternity		
<i>All other covered charges.</i>	80% in excess of the calendar year deductible amount up to the out-of-pocket limit.	80% in excess of the calendar year deductible amount up to the out-of-pocket limit.
- Prescription Drug - Medical Supplies - Ambulance		
<u>Out-of-pocket Limit</u>		
Out-of-pocket limit per calendar year (includes the deductible and coinsurance)	\$1,000 per person, \$2,000 per family.	\$1,000 per person, \$2,000 per family.
		Cost containment penalty will not count toward the out-of-pocket. The maximum penalty if \$300 per occurrence.

**CAREMARK STANDARD PLAN J349
ASO Base Plan**

DRUGS COVERED

Non-Injectable legend drugs. Exceptions: See Exclusions list below.

Diabetic care: Disposable blood/urine glucose/acetone testing agents, disposable insulin needles/syringes, insulin and lancets.

Finasteride (Proscar) for individuals 50 years of age and older.

Injectable medications: Contraceptives, Depo-Provera may be dispensed in up to a 90 day supply, Epinephrine (Epi-Pen, Epi-pen jr.), Glucose elevating agents (Glucagon), and Migraine agents.

Sildenafil Citrate (e.g. Viagra) for individuals 50 years of age and older.

Tadalafil (e.g. Cialis) for individuals 50 years of age and older.

Tretinoin topical (e.g. Retin-A) for individuals through the age of 30 years.

Vardenafil Hcl (e.g. Levitra) for individuals 50 years of age and older.

Compounded medication of which at least one ingredient is a legend drug.

Any other drug, which under the applicable state law, may only be dispensed upon the written prescription of a physician or other lawful prescriber.

EXCLUSIONS

Anti-obesity medications.

Anti-wrinkle agents.

Benzoyl peroxide 2.5%, 5%, and 10% topical.

Contraceptive devices.

Cosmetic hair removal products.

Hair growth stimulants.

Hydrocortisone (0.5% cream, lotion), (0.25% lotion), and (1% cream, lotion, oint.) topical.

Hydrocortisone acetate.

Hydrocortisone acetate/urea.

Immunization agents, blood or blood plasma.

Infertility medications.

Loratadine products (e.g. Claritin).

Meclizine hcl 12.5mg and 25mg oral.

Mineral and Nutrient Supplements.

Pigmenting/Depigmenting agents. Exception: Methoxsalen (e.g. Oxsoralen), Methoxsalen-rapid (e.g. Oxsoralen-Ultra) and Trioxsalen (e.g. Trisoralen) are covered.

Smoking Deterrent Medications containing nicotine or any other smoking cessation aids, all dosage forms.

Topical dental products.

Vitamins, singly or in combination. Exceptions: Legend prenatal vitamins are covered.

Charges for the administration {or injection} of any drug.

Drugs labeled "Caution-limited by federal law to investigational use," or experimental drugs, even though a charge is made to the individual.

Therapeutic devices or appliances unless listed as a covered product.

SPECIALTY RX

Specialty Rx list PL-A1– Medical Benefit

PRIOR AUTHORIZATION DRUGS

For these categories or drugs, prior authorization is required:

Alosetron hcl (e.g. Lotronex).

Anabolic steroids.

Blood Modifiers (Aranesp, Epogen, Procrit) - Specialty Rx Benefit.

Cinacalcet hcl (e.g. Sensipar).

Diclofenac sodium (Solaraze).

Dutasteride (Avodart).

Finasteride (Proscar) for individuals through the age of 49 years.

Growth Hormones - Specialty Rx Benefit.

Hepatitis C (Infergen, Intron, Pegasys, Peg-Intron, Rebetron, Roferon-A) - Specialty Rx Benefit.

Lupron and Lupron Depot for diagnosis other than infertility - Specialty Rx Benefit.

Miscellaneous (Actimmune, Alferon N, Botox, Forteo, Glucowatch, Myobloc, Progesterone in Oil, Raptiva, Trelstar, Xolair, Zorbtive) – Specialty Rx Benefit.

Modafinil (e.g. Provigil).

Mycophenolate mofetil (e.g. Cellcept).

Mycophenolate sodium (e.g. Myfortic).

Rheumatology (Enbrel, Humira, Hyalgan, Kineret, Remicade, Synvisc) – Specialty Rx Benefit.

Sildenafil citrate (e.g. Viagra) for individuals through the age of 49 years.

Tadalafil (e.g. Cialis) for individuals through the age of 49 years.

Tegaserod hydrogen maleate (e.g. Zelnorm).

Testosterone (Androgel).

Tretinoin topical (e.g. Retin-A) for individuals 31 years of age and older.

Vardenafil hcl (e.g. Levitra) for individuals through the age of 49 years.

This document is a summary reference and may not necessarily reflect all coverage and exclusions of the plan benefit system. Please contact your account team for any questions.

Rev. 24, 07/01/2004

APPENDIX H

ASSIGNMENT OF OVERTIME AT BLUFFS RUN CASINO/DOGTRACK

The City and Union agree that the distribution of overtime at Bluffs Run Casino/Dog Track shall be done according to the following procedures:

1. Police Department supervisory personnel shall be allowed to sign up for overtime assignments prior to union personnel, based on a method determined by the Police Chief, or his designee.
2. The Police Chief or his designee shall post a notice of available overtime assignments for the upcoming 28 day period. A sign up period for union personnel shall be established that has an opening date and a closing date. During this time period, eligible union personnel may sign up for one eight-hour overtime assignment per week or a total of four eight-hour slots per 28-day period.
3. Union personnel may sign up for an overtime slot that has already been selected by another officer based on total union seniority. This action, known as "bumping", must be completed by the close date established. No bumping will be allowed after the close date.
4. If there are two overtime assignments for the same day and time, a senior officer who wants to sign up for this time slot must bump the employee with the least seniority between the two officers who originally signed up for these slots. A seniority list shall be available so that officers can accurately determine which employee should be bumped. An exception to normal seniority shall be made for three employees who have "grandfather" rights as the most senior officers in this procedure: R. Stehly, R. G. Miller, and R. Christensen, respectively.
5. If it is determined that the senior officer did not bump the junior employee, the senior officer will lose his slot preference to the officer affected by this error.
6. Any overtime assignment not filled as of the close date will go to a "fill in" round where the remaining slots will be filled on a first come first serve basis.
7. Police Officers will be responsible for working the overtime assignments that they bid. Officers may be allowed to trade slot(s) with the approval of the Chief of Police or his designee.

8. Should an officer be unable to fill the overtime assignment that they have bid because of illness or injury, these hours will be offered to the first available officer at the discretion of the Chief of Police or his designee. Officers shall not find their own replacements. Proper notification is required along with notifying an on-duty supervisor.
9. An employee who bids overtime assignments and does not follow through with working such assignments on a continuing basis may lose eligibility for bidding such assignments, as determined by the Police Chief or his designee.
10. It is understood by all parties that the ability to work Bluffs Run Casino/Dog Track overtime assignments can be denied if the employee is experiencing disciplinary or performance problems.